

1 ERSKINE & TULLEY
A PROFESSIONAL CORPORATION
2 MICHAEL J. CARROLL - STATE BAR #50246
220 Montgomery Street, Suite 303
3 San Francisco, California 94104
Telephone: (415) 392-5431

4 Attorneys for Plaintiffs
5
6
7

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 BOARD OF TRUSTEES OF THE NORTHERN) No. C 07 3608 SC
11 CALIFORNIA FLOOR COVERING, et al.,)
12)
Plaintiffs,)
13) JUDGMENT PURSUANT TO
vs.) STIPULATION
14)
SOUTHSIDE FLOORING INC., a California)
15 corporation,)
16 Defendant.)
17)
18)

19 IT appearing that Plaintiffs BOARD OF TRUSTEES OF THE
20 NORTHERN CALIFORNIA FLOOR COVERING INDUSTRY WELFARE FUND; STEVE
21 HAVENS, TRUSTEE, and defendant, SOUTHSIDE FLOORING INC., a California
22 corporation, have stipulated that Plaintiffs have and recover judgment
23 from Defendants and it appearing that the Stipulation is in all
24 respects proper and that the stipulation provides for judgment against
25 defendant in the amount of \$57,820.60,

26 IT IS HEREBY ORDERED AND ADJUDGED that Plaintiffs, BOARD OF
27 TRUSTEES OF THE NORTHERN CALIFORNIA FLOOR COVERING INDUSTRY WELFARE
28 FUND; STEVE HAVENS, TRUSTEE, have and recover judgment against
SOUTHSIDE FLOORING INC., a California corporation, in the amount of

1 \$57,820.60, which amount is composed of the following:

2 a. The balance of contributions due for the period
3 February 2007 and March 2007 in the amount of \$47,100.90;

4 b. Cost in the amount of \$350.00;

5 c. Liquidated Damages due pursuant to contract in an amount
6 of \$10,369.70.

7 d. Interest to be determined at the end of the payment plan
8 described below.

9 IT IS FURTHER ORDERED AND ADJUDGED and agreed by the parties
10 hereto that an abstract of judgment will not be recorded and execution
11 will not issue on the judgment so long as defendant fully complies
12 with the following conditions:

13 1. Defendant shall make payments of all amounts to become
14 due to plaintiffs for hours worked by defendant's employees,
15 commencing with the payment for June 2007 hours due on or before July
16 15, 2007 and continuing until the full amount of the judgment is paid.

17 2. Defendant shall pay the amount of this judgment in the
18 following manner: \$5,000.00 per month shall be paid on July 20, 2007,
19 and on the 20th day of each month thereafter until the contributions
20 and liquidated damages are paid in full.

21 Interest on the declining balance shall be computed at
22 the rate of 8% percent and paid, together with costs, as a final
23 installment. Payments will be made by check payable to the Northern
24 California Floor Covering Industry Welfare Fund and should be sent to
25 ERSKINE & TULLEY, Attention: Sharon Eastman, 220 Montgomery Street,
26 Suite 303, San Francisco, California 94104.

27 3. Plaintiffs and Defendant each understand and agree that
28 any modification of payments must be made in writing and agreed to by

1 both the Plaintiffs and the Defendant.

2 4. Should any current payment due under the collective
3 bargaining agreement become delinquent, in a manner that violates
4 trust policy, the entire amount of this judgment and the current
5 delinquent contributions and liquidated damages, reduced by any offset
6 for payments made, shall become due and payable immediately and
7 execution may commence on the judgment without further notice.

8 5. Should any installment payment become delinquent,
9 execution on the judgment shall issue after 10 days written notice to
10 defendant upon the filing of a declaration by plaintiffs or by
11 plaintiffs' attorneys stating that a default has occurred on the part
12 of defendant. Defendant waives notice of any hearing held by the
13 court upon the earlier execution on this judgment or plaintiffs'
14 declaration.

15 Dated: 11/2/07

